

**This order is SIGNED.**

**Dated: July 3, 2018**



**JOEL T. MARKER**  
**U.S. Bankruptcy Judge**



*mr***b**

Armand J. Howell, Bar Number 10029  
Benjamin J. Mann, Bar Number 12588  
Paul M. Halliday, Jr., Bar Number 5076  
Brian J. Porter, Bar Number 14291  
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File No: 49952

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION**

In re:

JASON LLOYD HOLT

Debtor.

Bankruptcy Case No. 17-24175 JTM  
Chapter 13

**ORDER TERMINATING AUTOMATIC  
STAY AS TO BANK OF AMERICA, N.A.**

Based upon the Motion for Relief filed by Bank of America, N.A. ("Secured Creditor"), previously filed with the Court, failure of the Debtor to object to Secured Creditor's Motion, and good cause appearing, the Court does hereby,

**ORDER AS FOLLOWS:**

1. That the automatic stay with respect to the following described real property:

All that certain land situated in the State of UT, County of Utah,  
City of Draper, described as follows:  
Lot 266, Eagle Crest No. 1 at Suncrest, according to the official  
plat thereof, as recorded in the office of the Utah County Recorder;  
Commonly known as 14997 Eagle Crest Dr, Draper, UT 84020;

be and is hereby modified and terminated as of the date hereof to permit Bank of America, N.A.

and its successors and assigns to pursue its rights and remedies against the said property under applicable law.

2. Secured Creditor and/or its successors and assigns may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

3. This order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other Chapter of Title 11 of the United States code.

4. The Chapter 13 Trustee shall cease mailing payments on unpaid pre-petition default amounts. Secured Creditor has 180 days from the date of this order to amend its Proof of Claim. In the event that the Secured Creditor's Proof of Claim is not amended within 180 days of this order, Secured Creditor's Proof of Claim shall be reduced to the actual amount paid by the Trustee.

5. If this order is entered pre-confirmation, it shall not be amended or altered or superseded by the confirmation order entered in this case but shall be considered a part of and integrated into the confirmation order and the automatic stay shall not be reimposed by the entry of the confirmation order.

END OF ORDER

**DESIGNATION OF PARTIES TO BE SERVED**

Service of the foregoing **ORDER TERMINATING AUTOMATIC STAY AS TO Bank of America, N.A.** shall be served to the parties and in the manner designated below:

**By Electronic Service:** I certify that the parties of record in this case as identified below, are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CM/ECF system:

Lon Jenkins  
Chapter 13 Trustee  
ecfmail@ch13ut.org  
lneebling@ch13ut.org

Justin O. Burton  
Debtor's Attorney  
justin@rulontburton.com  
ffej65@gmail.com

United States Trustee  
USTPRegion19.SK.ECF@usdoj.gov

Brian J. Porter  
HALLIDAY, WATKINS & MANN,  
P.C.  
Secured Party's Attorney  
brian@hwmlawfirm.com

**By U.S. Mail:** In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served notice pursuant to Fed. R. Civ. P. 5(b).

Jason Lloyd Holt  
15001 S Eagle Crest Dr  
Draper, UT 84020

/s/ Brian J. Porter  
Brian J. Porter